

SECTION 00500

**AGREEMENT FORM**

**Navajo Street Improvements**

This agreement, made this 16<sup>th</sup> day of April, 2014 at West Lafayette, Indiana, by and between the RDC of West Lafayette Redevelopment Commission (hereinafter referred to as the "RDC") and **Fairfield Contractors Inc.** (hereinafter referred to as the "Contractor").

**WITNESSETH:**

That in consideration of the mutual covenants hereinafter set forth, the RDC and the Contractor agree as follows:

**Article 1: SCOPE OF WORK**

The Contractor shall furnish all labor, tools and equipment and do all things required for complete installation, construction, and resurfacing in accordance with the plans and specifications. The plans and specifications shall be on file in the office of the City of West Lafayette Engineer.

**Article 2: PAYMENT**

The RDC shall pay to the Contractor, in full and complete payment for all performance of the Contract, in current funds. The estimated sum of **One Hundred Forty Nine Thousand Two Hundred Thirty Seven Dollars (\$149,237.00)** defined as the contract price, and computed from the Contractors Bid attached hereto. The final contract price will be the result of the actual installed quantities of materials multiplied by the corresponding contract unit prices. Variance from the estimated plan quantities will be done by change order for any additions or deletions to the contract as determined by the work being done and approved by the RDC.

Said contract price shall be paid to the Contractor in installments in the manner as provided for in the "General Conditions" which are attached hereto and made a part hereof.

**Article 3: CONTRACT DOCUMENTS**

The following documents are made a part hereof and incorporated herein as a part of this Agreement as if the same were fully set forth herein: the current wage rate table, the General Conditions, Special Conditions, Materials Specifications, the Contractor's maintenance bond, and the Contractor's certification of insurance, together with project plans and any subsequent addenda.

**Article 4: SEVERANCE**

The intent of the parties is that this Agreement is the entire agreement for the purpose to establish one price for the doing of the whole work, and that it be deemed severable in the sense that if any part or portion of this Agreement is found to be illegal or void the such action shall not void the remainder of this Agreement.

It is understood and agreed that partial payments may be made for the mutual convenience of the RDC and Contractor but shall not be construed as the RDC's acceptance of a part or portion of the work. Acceptance of Contractor's work shall be in the manner set forth in the General Conditions.

**Article 5: RECORDS**

The Contractor will maintain proper records for review by the RDC.

**Article 6: DATE OF COMPLETION**

The Contractor agrees that the Contractor's work as set forth in this Agreement shall be substantially completed on or before July 3, 2014 and finally completed on or before August 1, 2014.

**Article 7: PREVAILING PARTY – ATTORNEY FEES**

Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

**Article 8: ENGAGING IN ACTIVITIES WITH IRAN**

By signing this Contract, Contractor certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

## Article 9: E-VERIFY

Contractor shall comply with E-Verify Program as follows:

- a. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). **Contractor** is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- b. **Contractor** and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractors subsequently learns is an unauthorized alien. If Contractor violates this Section 7(b), the RDC shall require Contractor to remedy the violation not later than thirty (30) days after the RDC notifies **Contractor**. If Contractor fails to remedy the violation within the thirty (30) day period, the RDC shall terminate the contract for breach of contract. If the RDC terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to the RDC for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- c. If Contractor employs or contracts with an unauthorized alien but the RDC determines that terminating the contract would be detrimental to the public interest or public property, the RDC may allow the contract to remain in effect until the RDC procures a new contractor.
- d. **Contractor** shall, prior to performing any work, require each subcontractor to certify to **Contractor** that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 7(d), **Contractor** may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by Contractor or the subcontractor.
- e. By its signature below, Contractor swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the RDC that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

## **Article 10: NON-DISCRIMINATION**

Contractor agrees:

- a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;
- b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;
- c. That the RDC may deduct from the amount payable to the Contractor a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- d. If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by RDC and all money due or to become due hereunder will be forfeited.

## **Article 11: LIQUIDATED DAMAGES**

The Contractor and RDC recognize that time is of the essence of this Agreement and that the RDC will suffer financial loss if the Contractor's work is not completed within the times specified in Article 6 above. The parties also recognize that determining any actual loss to the RDC in any legal or arbitration proceedings due to Contractor's failure to complete Contractor's work on time would be difficult. Accordingly, instead of requiring such proof, RDC and Contractor agree that as liquidated damages for not completing Contractor's work on time (but not as a penalty), the RDC, in the form of a Change Order, shall deduct from the monies due the Contractor the sum of Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified in Article 6 for Substantial Completion until the Contractor's work is substantially completed. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Contractor's work within the Contract Time (or any proper extension thereof granted by the RDC) the RDC, in the form of a Change Order, shall deduct from the monies due the Contractor the sum of Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified in Article 6 for final completion until the Contractor's work is completed and ready for final payment.

## Article 12: INSURANCE

The **CONTRACTOR** shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

General Liability (including automobile) – combined single limit of \$1,000,000.00; Workers' Compensation – statutory limits; and Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$1,000,000.00.

The **CONTRACTOR** shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the **RDC**.

**IN WITNESS WHEREOF** we have set our hands the day and year first above written.

**CONTRACTOR:**

**CITY OF WEST LAFAYETTE  
REDEVELOPEMENT COMMISSION**

\_\_\_\_\_  
Name, Title  
Fairfield Contractors Inc.

\_\_\_\_\_  
Lawrence T. Oates, President

\_\_\_\_\_  
Stephen B. Curtis, Secretary

END OF SECTION

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